

ORDER FO

FY2015

PAGE OF PAGES

1 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/01/2015		2. CONTRACT NO. (if any)		6. SHIP TO:				
3. ORDER NO. HSP1015P00498		4. REQUISITION/REFERENCE NO. 0020086523		a. NAME OF CONSIGNEE See Attached Delivery Schedule				
5. ISSUING OFFICE (Address correspondence to) DHS - Customs & Border Protection Department of Homeland Security 1300 Pennsylvania Ave, NW Procurement Directorate - NP 1310 Washington DC 20229				b. STREET ADDRESS				
				c. CITY		d. STATE	e. ZIP CODE	
				f. SHIP VIA				
7. TO:				8. TYPE OF ORDER				
a. NAME OF CONTRACTOR VIGILANT SOLUTIONS INC				<input checked="" type="checkbox"/> a. PURCHASE - Reference Your Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.				
b. COMPANY NAME				<input type="checkbox"/> b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above- numbered contract.				
c. STREET ADDRESS 2021 LAS POSITAS CT STE 101								
d. CITY LIVERMORE		e. STATE CA	f. ZIP CODE 94551-7311	10. REQUISITIONING OFFICE (b)(6)				
9. ACCOUNTING AND APPROPRIATION DATA								
11. BUSINESS CLASSIFICATION (Check appropriate box(es))						12. F.O.B. POINT		
<input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone						Not applicable		
<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN- OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> h. ECONOMICALLY DISADVANTAGED WOMEN- OWNED SMALL BUSINESS (EDWOSB)								
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B POINT ON OR BEFORE (Date) 09/01/2015		16. DISCOUNT TERMS		
a. INSPECTION		b. ACCEPTANCE				Net 30		
17. SCHEDULE (See reverse for Rejections)								
ITEM NO. (a)	SUPPLIES OR SERVICES (b)			QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Acpt
10	Law Enf Archival Reporting Network Svr			1.000	AU	(b)(4)		
18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.				
21. MAIL INVOICE TO:						\$0.00		17(h)TOT. (Cont. pages)
a. NAME DHS - Customs & Border Protection Commercial Accounts Sect.								
b. STREET ADDRESS (or P.O. Box) 6650 Telecom Drive, Suite 100						(b)(4)		17(i) GRAND TOTAL
c. CITY Indianapolis								
d. STATE IN								
e. ZIP CODE 46278								
22. UNITED STATES OF AMERICA BY (Signature) (b)(6); (b)(7)(C)						23. NAME (Typed) (b)(6); (b)(7)(C)		
TITLE: CONTRACTING/ORDERING OFFICER								

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FILE COPY

OPTIONAL FORM 347 (REV. 5/2011)
Prescribed by GSA/FAR 48 CFR 53.213 (f)

DATE OF ORDER 09/01/2015	CONTRACT NO. (if any)	ORDER NO. HSBP1015P00498	PAGE OF PAGES 2 2
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Federal Tax Exempt ID: 72-0408780

Emailing Invoices to CBP. As an alternative to mailing invoices to the National Finance Center as shown on page one of this award you may email invoices to: cbpinvoices@dhs.gov.

NOTES:

This firm-fixed price purchase order is issued to Vigilant Solutions, Inc. The contractor is responsible to provide the following:

- 1) Access to Vigilant Solutions, Inc. security software product known as Law Enforcement Archival Reporting Network server (LEARN).
- 2) Access to support up to 100 Border Patrol Agents.

Greg Mills, Southwest Regional Sales Manager, is the point of contact for Vigilant Solutions, Inc. phone: (b)(6); (b)(7)(C)
(b)(6); (b)(7)(C) Technical point of contact for U.S. Border Patrol will be Acting Deputy Patrol Agent (b)(6); (b)(7)(C)
(b)(6); (b)(7)(C)

Period of performance is base and four options years:

Subtotal Price (b)(4) Base Year (Sept 1, 2015 to Aug 31, 2016)

Subtotal Price (b)(4) Option Year 1 (Sept 1, 2016 to Aug 31, 2017)

Subtotal Price (b)(4) Option Year 2 (Sept 1, 2017 to Aug 31, 2018)

Subtotal Price (b)(4) Option Year 3 (Sept 1, 2018 to Aug 31, 2019)

Subtotal Price (b)(4) Option Year 4 (Sept 1, 2019 to Aug 31, 2020)

Incorporated in and attached to this order is Vigilant Solutions, Inc. project quotation number CLM-DATA-06, dated August 26, 2015, submitted by (b)(6) phone: (b)(6) email: (b)(6) The Statement of Work is also incorporated as an attachment to this order.

Submit a copy of invoice(s) to:

U.S. Border Patrol
San Diego Sector
2411 Boswell Road
Chula Vista, CA 91914
ATTN: (b)(6); (b)(7)(C)

PURCHASE ORDER TERMS AND CONDITIONS**U.S. CUSTOMS and BORDER PROTECTION**

Supplemental Clauses/Provisions

Order Number: HSBP1015P00498

I.1 SCHEDULE OF SUPPLIES/SERVICES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
10	Law Enf Archival Reporting Network Svr	1.000	AU	(b)(4)	

Total Funded Value of Award:


(b)(4)

I.2 ACCOUNTING and APPROPRIATION DATA

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6100.2577USCSGLCS0935707010Z00015400BN01140000MH BPW112577 TAS# 07020152015 0530000	(b)(4)

I.3 DELIVERY SCHEDULE

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
Customs and Border Protection 2411 Boswell Road Chula Vista, CA 91914-3519	10	1.000	09/01/2015

		Vigilant Solutions 2021 Las Positas Court - Suite # 101 Livermore, CA 94551 (P) 904-254-0614 (F) 925-398-2013		Protecting Officers, Families and Communities	
Attention:	(b) (6) w/ CBP	Date	8/26/15		
Project Name:	Private Data Subscription via LEARN		Quote Number:	CLM-DATA-08	

PROJECT QUOTATION

We at Vigilant Solutions are pleased to quote the following systems for the above referenced project:

LPR Data Analytics using Vigilant's Law Enforcement Archival Reporting Network (LEARN)

Qty	Model #	Description
(1)	VS-LDS-03	Vigilant Private LPR Data Access through LEARN <ul style="list-style-type: none"> Provides access to Vigilant Solutions security software product Law Enforcement Archival Reporting Network Server (LEARN) through web interface This quotation will be limited for one hundred (100) sworn officers from the San Diego Border Patrol Sector Intelligence only. Nationwide coverage to all Vigilant private LPR data (See below territory map) Nationwide LPR coverage includes over 3 billion LPR records with millions 10's of millions of additional vehicle locations added monthly Ability to load unlimited number of Hot-List files and/or records Unlimited proactive alert notifications to all users of designated client Access to all LEARN application components including advanced plate query, Mapping Alert Service, Stakeout data analytics, auditing reports, & agency users management Unlimited access for one (100) field office users only of all private LPR data and LEARN components Includes unlimited technical support, software maintenance, bug fixes, patches, minor software upgrades, major software upgrades and all utilities released within the product evolution Unlimited use of Mobile Companion for Android and iPhone smartphones with direct link to Vigilant's national LEARN LPR database Includes one (1) scheduled online class of end user training (up to 4 hrs / class) for Agency personnel As per the Vigilant Solutions Private Data Subscription Agreement Quoted price is for one (1) year access. Renewals are optional.
	Subtotal Price	(b)(4) Base Year (Sept 1, 2015 to Aug 31, 2016)
	Subtotal Price	(b)(4) Option Year 1 (Sept 1, 2016 to Aug 31, 2017)
	Subtotal Price	(b)(4) Option Year 2 (Sept 1, 2017 to Aug 31, 2018)
	Subtotal Price	(b)(4) Option Year 3 (Sept 1, 2018 to Aug 31, 2019)
	Subtotal Price	(b)(4) Option Year 4 (Sept 1, 2019 to Aug 31, 2020)

US Territory Coverage:

(b) (7)(E)

Statement of Work (SOW)

For

Vigilant Solutions: LPR Analytics

Vigilant Solutions: LPR Analytics**Table of Contents**

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Vigilant Solutions: LPR Analytics

1. BACKGROUND

The San Diego Sector Intelligence Unit's (SIU's) function with the Sector's scope of operations is to collect data from multiple sources, then target and analyze links to identify Transnational Criminal Organizations. Without data to feed into the system, the SIU cannot be effective at disrupting and dismantling the criminal element that operates in the San Diego Sector's Area of Operation. When considering the amount of vehicle traffic that passes through San Diego, and for that matter, through the Nation, the intelligence value of collecting and analyzing license plate reader data from various law enforcement entities is axiomatically necessary to help understand and develop an accurate threat picture.

2. SCOPE

This is a sole source acquisition due to lack of vendors that offer the specific service we are requesting. The subscription is specific to law enforcement and unique to the vendor that grants access to a nation-wide database of license plate reader data via a secure internet connection. We have conducted market research through Google and have been unable to locate another vendor that collects national license plate reader information, collates it in a database, and offers access to Law Enforcement Agencies through access to a data center. We have also requested names of other companies from Vigilant who handle the same type of service. There are other vendors that collect license plate reader (LPR) data, but all require the buyer to set up a stand-alone server to access the data. The vendor we have selected collects data into a secured data warehouse and allows access through a secured internet connection. Additionally, Vigilant Solutions has 2.8 billion LPR records which is much more robust than other vendors such as ELSAG, North America.

3. APPLICABLE DOCUMENTS

CBP Directive # 3340-034A

Available at: CBP Reference Library

California Senate Bill 34, amended April 22, 2015

Available at: http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB34

4. SPECIFIC TASKS

-----This service will grant access to a nation-wide database of license plate reader data via a secure web-based application and allow intelligence agents to analyze the movement of targeted vehicles as they travel on the nation's highways. This will add otherwise unobtainable travel information and allow for more extensive analysis of trends and shape the sector's threat picture.

5. DELIVERABLES AND DELIVERY SCHEDULE

There will be no physical delivery as the requested product is access to an online database. Once payment is received, access to the database will be provided through a secure network connection.

6. GOVERNMENT-FURNISHED EQUIPMENT AND INFORMATION

N/A

7. PLACE OF PERFORMANCE

Access to the database will be through the secure CBP net

8. PERIOD OF PERFORMANCE

Period of performance for the purpose of this purchase is a base year with Option year 1, Option year 2, Option year 3 and Option year 4 subscription to the service.

9. SECURITY

The work will be UNCLASSIFIED as this is access to a national database and classified FOUO.

10. SPECIAL CONSIDERATIONS

N/A

Current National LEARN Database Statistics

~3,000,000,000 LPR data records (Current)
~100,000,000 new LPR data records (Monthly Average)
~3,333,333 new vehicle location records (Daily Average)

This proposal is for Vigilant's Private LPR Data subscription and will be available to all Agency sworn personnel for LPR data analytical use in aiding/fighting/preventing/solving crimes and criminal activity.

Features will include unlimited users or user groups constituting purchasing Agency's sworn personnel, ability to load an unlimited number of Hot-List records, such as NCIC and/or private Hot-Lists for internal use (provided by purchasing Agency), geo-zone fencing with advanced search features, data analytics with common plate / associate analysis, unlimited use of the Mobile Companion smart phone application and receive law enforcement LPR data shared by other participating law enforcement practitioners.

Once this proposal has been reviewed by your office, a signed copy and purchase order must be sent to your local Vigilant sales representative (Contact info below) to process the order. Once order is processed, Vigilant will schedule an account setup, and end user training.

Proposal Notes:

1. All prices are quoted in USD and will remain firm and in effect for 60 days
2. Price based on 12 month Subscription period from subscription start date
3. Full annual payment terms are net 30 days
4. All data access is via Vigilant's national LPR data server for Law Enforcement Agencies
5. Software is manufactured under strict Vigilant Solutions standard
6. All orders subject to credit acceptance by Vigilant Solutions management
7. This Quote is provided per our conversation & details given by you - not in accordance to any written specification
8. This Quote does not include anything outside the above stated bill of materials
9. By accepting this proposal your Agency agrees to the Private LPR Data Subscription Terms & Conditions
10. All accessible private LPR data provided by Vigilant is considered Vigilant intellectual property.
11. Each year's renewals will include a 3% increase.

Quoted by: (b) (6)

Phone: (b) (6)

email: (b) (6)

Total Price (Excluding sales tax)	(b)(4)
Accepted By:	Date: P.O#

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00001	3. EFF. DATE 09/01/2016	4. REQUISITION/PURCHASE REQ. NO. 0020092040	5. PROJECT NO. (If applicable)	
6. ISSUED BY DHS - Customs & Border Protection Department of Homeland Security 1300 Pennsylvania Ave, NW Procurement Directorate - NP 1310 Washington DC 20229	CODE 7014	7. ADMINISTERED BY (If other than Item 6) CODE DHS - Customs & Border Protection OA, PD - PAC OPS ENFORCEMENT BRANCH USBP SAN DIEGO SECTOR HQRTS 2411 BOSWELL ROAD CHULA VISTA CA 91914-3519		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) VIGILANT SOLUTIONS INC 2021 LAS POSITAS CT STE 101 LIVERMORE CA 94551-7311 CODE 603673117 FACILITY CODE 4JHF2			9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. / HSBP1015P00498 10B. DATED (SEE ITEM 13) 09/01/2015	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

PLEASE SEE ACCOUNTING AND APPROPRIATION DATA

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: ORDER NO. IN ITEM 10A.	(Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).	Such as changes in paying office,
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	
D. OTHER (Specify type of modification and authority) UNILATERAL LAW FAR: 52.217-9	

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ copies to issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

I. THE PURPOSE OF MODIFICATION P00001 TO PURCHASE ORDER (PO): HSBP1015P00498 IS TO:

A. EXERCISE THE OPTION TO EXTEND THE PERIOD OF PERFORMANCE (POP) OF THE CONTRACT UNDER PURCHASE REQUEST (PR) 20092040, OPTION PERIOD 1.

B. PROVIDE FUNDING IN SUPPORT OF THE NEW PERFORMANCE PERIOD IN REFERENCED ON PARAGRAPH A. ABOVE.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C) CONTRACTING OFFICER
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY (b)(6); (b)(7)(C) (Signature of Contracting Officer)	16C. DATE SIGNED 8-31-16

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation		1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO. P00001	3. EFF. DATE 09/01/2016	4. REQUISITION/PURCHASE REQ. NO. 0020092040	PAGE OF PAGES 2 2

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
THEREFORE:

A. IN ACCORDANCE WITH (LAW) FAR CLAUSE 52.217-9, "OPTION TO EXTEND THE TERM OF THE CONTRACT", THE GOVERNMENT EXERCISES ITS UNILATERAL RIGHT TO EXTEND THE TERM OF THE CONTRACT FOR OPTION PERIOD 1. THE PERIOD OF PERFORMANCE (POP) IS SEPTEMBER 01, 2016 THROUGH AUGUST 31, 2017.

B. FUNDING IN SUPPORT OF THE OPTION PERIOD 1, IS PROVIDED IN THE AMOUNT OF (b)(4)

II. THE TOTAL AMOUNT OF THE CONTRACT HAS BEEN INCREASED BY (b)(4) FROM THE PREVIOUS CONTRACT VALUE OF (b)(4) TO A NEW CUMULATIVE TOTAL FUNDED VALUE OF AWARD IN THE AMOUNT OF (b)(4)

III. DESCRIPTION OF SERVICES: VIGILANT SOLUTIONS PROVIDE ACCESS TO SECURITY SOFTWARE PRODUCT KNOWN AS LAW ENFORCEMENT ARCHIVAL REPORTING NETWORK SERVER (LEARN).

(b) (6) SOUTHWEST REGIONAL SALES MANAGER IS THE POINT OF CONTACT (POC) FOR VIGILANT SOLUTIONS, INC. PHONE: (b) (6) EMAIL: (b) (6)

POINT OF CONTACT (POC) FOR TECHNICAL QUESTIONS FOR U.S. BORDER PATROL SAN DIEGO SECTOR IS (b) (6) PHONE: (b) (6) EMAIL: (b) (6)

PLEASE SUBMIT COPIES OF INVOICES TO: (b) (6) PHONE: (b) (6) EMAIL: (b) (6)

ALSO SUBMIT COPIES OF INVOICES THRU IPP.GOV FOR PAYMENT PROCESSING.

IV. BY ACCEPTING THIS CONTRACT THE VENDOR AGREES TO PAYMENT VIA ELECTRONIC FUNDS TRANSFER (EFT).

V. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE DOCUMENT REFERENCED IN ITEM 10A, AS HERETOFORE CHANGED, REMAINS UNCHANGED AND IN FULL FORCE AND EFFECT.

**ATTACHMENT INFORMATION
FOR
AWARD/ORDER/IA MODIFICATION: HSBP1015P00498P00001**

I.1 SCHEDULE OF SUPPLIES/SERVICES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
10	Law Enf Archival Reporting Network Svr	1.000	AU	(b)(4)	
20	Law Enf Archival Reporting Network Svr	1.000	AU	(b)(4)	

Total Funded Value of Award:

(b)(4)

I.2 ACCOUNTING and APPROPRIATION DATA

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6100.2577USCSGLCS0935707010Z00015400BN01140000MH BPW112577 TAS# 07020152015 0530000	(b)(4)
20	6100.2577USCSGLCS0935707011Z00016400BN01140000MH BPW112577 TAS# 07020162016 0530000	(b)(4)

I.3 DELIVERY SCHEDULE

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
Customs and Border Protection 2411 Boswell Road Chula Vista, CA 91914-3519	10	1.000	09/01/2015
	20	1.000	08/31/2017

I.4 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)**(a) Prohibitions.**

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan deemed in certain cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain transfers disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special rule for related partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395 (b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

☐ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 2		
2. AMENDMENT/MODIFICATION NO. P00002		3. EFF. DATE 08/30/2017		4. REQUISITION/PURCHASE REQ. NO. 0020099825		5. PROJECT NO. (If applicable)	
6. ISSUED BY DHS - Customs & Border Protection Department of Homeland Security 1300 Pennsylvania Ave, NW Procurement Directorate - NP 1310 Washington DC 20229			7. ADMINISTERED BY (If other than Item 6) DHS - Customs & Border Protection OA, PD, BECD - PACIFIC BRANCH USBP SAN DIEGO SECTOR HQRTRS 2411 BOSWELL ROAD CHULA VISTA CA 91914-3519				
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State & Zip Code) VIGILANT SOLUTIONS INC 2021 LAS POSITAS CT STE 101 LIVERMORE CA 94551-7311					9A. AMENDMENT OF SOLICITATION NO.		
					9B. DATED (SEE ITEM 11)		
					10A. MODIFICATION OF CONTRACT/ORDER NO. / HSBP1015P00498		
CODE 603673117		FACILITY CODE 4JHF2		10B. DATED (SEE ITEM 13)		09/01/2017	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

PLEASE SEE ACCOUNTING AND APPROPRIATION DATA

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority) UNILATERAL IAW FAR: 52.217-9
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

I. THE PURPOSE OF MODIFICATION P00002 TO PURCHASE ORDER (PO): HSBP1015P00498 IS TO:

A. EXERCISE THE OPTION TO EXTEND THE PERIOD OF PERFORMANCE (POP) OF THE CONTRACT UNDER PURCHASE REQUEST (PR) 20099825, OPTION PERIOD 2

B. PROVIDE FUNDING IN SUPPORT OF THE NEW PERFORMANCE PERIOD IN REFERENCED ON PARAGRAPH A. ABOVE.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROMEO N. NAFARRETE CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6); (b)(7)(C) (Signature of Contracting Officer)	16C. DATE SIGNED

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation			1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO. P00002	3. EFF. DATE 08/30/2017	4. REQUISITION/PURCHASE REQ. NO. 0020099825	PAGE OF 2	PAGES 2

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
THEREFORE:

A. IN ACCORDANCE WITH (LAW) FAR CLAUSE 52.217-9, "OPTION TO EXTEND THE TERM OF THE CONTRACT", THE GOVERNMENT EXERCISES ITS UNILATERAL RIGHT TO EXTEND THE TERM OF THE CONTRACT FOR OPTION PERIOD 2. THE PERIOD OF PERFORMANCE (POP) IS SEPTEMBER 01, 2017 THROUGH AUGUST 31, 2018.

B. FUNDING IN SUPPORT OF THE OPTION PERIOD 2 IS PROVIDED IN THE AMOUNT OF (b)(4)

II. THE TOTAL AMOUNT OF THE CONTRACT HAS BEEN INCREASED BY (b)(4) FROM THE PREVIOUS CONTRACT VALUE OF (b)(4) TO A NEW CUMULATIVE TOTAL FUNDED VALUE OF AWARD IN THE AMOUNT OF (b)(4)

III. DESCRIPTION OF SERVICES: VIGILANT SOLUTIONS PROVIDE ACCESS TO SECURITY SOFTWARE PRODUCT KNOWN AS LAW ENFORCEMENT ARCHIVAL REPORTING NETWORK SERVER (LEARN).

(b) (6) SOUTHWEST REGIONAL SALES MANAGER IS THE POINT OF CONTACT (POC) FOR VIGILANT SOLUTIONS, INC. PHONE: (b) (6) EMAIL: (b) (6)

POINT OF CONTACT (POC) FOR TECHNICAL QUESTIONS FOR U.S. BORDER PATROL SAN DIEGO SECTOR IS (b) (6) PHONE: (b) (6) EMAIL: (b) (6)

PLEASE SUBMIT COPIES OF INVOICES TO: (b) (6) PHONE: (b) (6) EMAIL: (b) (6)

ALSO SUBMIT COPIES OF INVOICES THRU IPP.GOV FOR PAYMENT PROCESSING.

IV. BY ACCEPTING THIS CONTRACT THE VENDOR AGREES TO PAYMENT VIA ELECTRONIC FUNDS TRANSFER (EFT).

V. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE DOCUMENT REFERENCED IN ITEM 10A, AS HERETOFORE CHANGED, REMAINS UNCHANGED AND IN FULL FORCE AND EFFECT.

**ATTACHMENT INFORMATION
FOR
AWARD/ORDER/IA MODIFICATION: HSBP1015P00498P00002**

I.1 SCHEDULE OF SUPPLIES/SERVICES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
10	Law Enf Archival Reporting Network Svr	1.000	AU	(b)(4)	
20	Law Enf Archival Reporting Network Svr	1.000	AU		
30	Law Enf Archival Reporting Network Svr	1.000	AU		

Total Funded Value of Award:

(b)(4)

I.2 ACCOUNTING and APPROPRIATION DATA

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6100.2577USCSGLCS0935707010Z00015400BN01140000MH BPW112577 TAS# 07020152015 0530000	(b)(4)
20	6100.2577USCSGLCS0935707011Z00016400BN01140000MH BPW112577 TAS# 07020162016 0530000	
30	6100.2577USCSGLCS0935707011Z00017500AB0300000000 BPW112577 TAS# 07020172017 0530000	

I.3 DELIVERY SCHEDULE

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
Customs and Border Protection 2411 Boswell Road Chula Vista, CA 91914-3519	10	1.000	09/01/2015
	20	1.000	08/31/2017
	30	1.000	09/01/2017

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 2		
2. AMENDMENT/MODIFICATION NO. P00003		3. EFF. DATE 09/01/2018		4. REQUISITION/PURCHASE REQ. NO. 0020102324		5. PROJECT NO. (If applicable)	
6. ISSUED BY DHS - Customs & Border Protection Department of Homeland Security 1300 Pennsylvania Ave, NW Procurement Directorate - NP 1310 Washington DC 20229		CODE 7014		7. ADMINISTERED BY (If other than Item 6) DHS - Customs & Border Protection OA, PD, BECD-PAC OPS ENFO BRANCH USBP SAN DIEGO SECTOR HQRTRS 2411 BOSWELL ROAD CHULA VISTA CA 91914-3519		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State & Zip Code) VIGILANT SOLUTIONS INC PHONE: (858)282-0067 POC (b)(6) 2021 LAS POSITAS CT STE 101 LIVERMORE CA 94551-7311				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. / HSBP1015P00498			
CODE 603673117		FACILITY CODE 4JHF2		10B. DATED (SEE ITEM 13)		09/01/2018	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

PLEASE SEE ACCOUNTING AND APPROPRIATION DATA

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.	
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).	
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	
D. OTHER (Specify type of modification and authority) FAR CLAUSE 52.217-9, "OPTION TO EXTEND THE TERM OF THE CONTRACT"	
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return copies to issuing office.	

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

I. THIS UNILATERAL MODIFICATION P00003 TO PURCHASE ORDER (PO) HSBP1015P00498 IS HEREBY ISSUED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF FAR PART 43.103(b)(3) TO EXERCISE OPTION PERIOD THREE (3); AND

A. INCORPORATE FY 2018 FUNDS UNDER PURCHASE REQUEST (PR) 20102324 IN THE AMOUNT OF (b)(4) TO SUPPORT THE OPTION PERIOD.

B. PERIOD OF PERFORMANCE WILL BE SEPTEMBER 01, 2018 THROUGH AUGUST 31, 2019.

II. THE TOTAL AMOUNT OF THE CONTRACT HAS BEEN INCREASED BY (b)(4) FROM THE PREVIOUS

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C) Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16C. DATE SIGNED (b)(6); (b)(7)(C) 5/28/2018	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation			1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO. P00003	3. EFF. DATE 09/01/2018	4. REQUISITION/PURCHASE REQ. NO. 0020102324	PAGE OF 2	PAGES 2

14. DESCRIPTION OF AMENDMENT/MODIFICATION (*Organized by UCF section headings, including solicitation/contract subject matter where feasible.*)

CONTRACT VALUE OF (b)(4) TO A NEW CUMULATIVE TOTAL FUNDED VALUE OF AWARD IN THE AMOUNT OF (b)(4)

III. DESCRIPTION OF SERVICES: VIGILANT SOLUTIONS PROVIDE ACCESS TO SECURITY SOFTWARE PRODUCT KNOWN AS LAW ENFORCEMENT ARCHIVAL REPORTING NETWORK SERVER (LEARN).

(b) (6) SOUTHWEST REGIONAL SALES MANAGER IS THE POINT OF CONTACT (POC) FOR VIGILANT SOLUTIONS, INC. PHONE: (b) (6) EMAIL: (b) (6)

POINT OF CONTACT (POC) FOR TECHNICAL QUESTIONS FOR U.S. BORDER PATROL SAN DIEGO SECTOR IS (b) (6) PHONE: (b) (6) EMAIL: (b) (6)

***** NOTES TO VENDOR AND INVOICING PROCEDURES *****

1. TO RECEIVE PAYMENT PROMPTLY THE MODIFICATION OF CONTRACT/ORDER NUMBER (ITEM 10A) SHALL BE REFERENCED ON ALL INVOICES.

2. EMAIL COURTESY COPIES OF INVOICES FOR CERTIFICATION AND PAYMENT APPROVAL TO: (b) (6) (b) (6) PHONE: (b) (6) EMAIL: (b) (6)

3. SUBMIT COPIES OF INVOICES THRU IPP.GOV FOR PAYMENT PROCESSING.

4. VENDOR PAYMENT HOTLINE: (317)614-5001

5. CONTRACT ADMINISTRATOR: (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)

6 CONTRACTING OFFICER (CO): (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)

IV. BY ACCEPTING THIS CONTRACT THE VENDOR AGREES TO PAYMENT VIA ELECTRONIC FUNDS TRANSFER (EFT).

V. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE DOCUMENT REFERENCED IN ITEM 10A, AS HERETOFORE CHANGED, REMAINS UNCHANGED AND IN FULL FORCE AND EFFECT.

**ATTACHMENT INFORMATION
FOR
AWARD/ORDER/IA MODIFICATION: HSBP1015P00498P00003**

I.1 SCHEDULE OF SUPPLIES/SERVICES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
10	Law Enf Archival Reporting Network Svr	1.000	AU		(b)(4)
20	Law Enf Archival Reporting Network Svr	1.000	AU		
30	Law Enf Archival Reporting Network Svr	1.000	AU		
40	Law Enf Archival Reporting Network Svr	1.000	AU		

Total Funded Value of Award:

(b)(4)**I.2 ACCOUNTING and APPROPRIATION DATA**

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6100.2577USCSGLCS0935707010Z00015400BN01140000MH BPW112577 TAS# 07020152015 0530000	(b)(4)
20	6100.2577USCSGLCS0935707011Z00016400BN01140000MH BPW112577 TAS# 07020162016 0530000	
30	6100.2577USCSGLCS0935707011Z00017500AB0300000000 BPW112577 TAS# 07020172017 0530000	
40	6100.2577USCSGLCS0935707011Z00018500AB0300000000 BPW112577 TAS# 07020182018 0530000	

I.3 DELIVERY SCHEDULE

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
Customs and Border Protection 2411 Boswell Road Chula Vista, CA 91914-3519	10	1.000	09/01/2015
	20	1.000	08/31/2017
	30	1.000	09/01/2017
	40	1.000	09/01/2018

I.4 SPECIAL SECURITY REQUIREMENT - CONTRACTOR PRE-SCREENING (SEP 2011)

1. Contractors requiring recurring access to Government facilities or access to sensitive but unclassified information and/or logical access to Information Technology (IT) resources shall verify minimal fitness requirements for all persons/candidates designated for employment under any Department of Security (DHS) contract by pre-screening the person /candidate prior to submitting the name for consideration to work on the contract. Pre-screening the candidate ensures that minimum fitness requirements are considered and mitigates the burden of DHS having to conduct background investigations on objectionable candidates. The Contractor shall submit only those candidates that have not had a felony conviction within the past 36 months or illegal drug use within the past 12 months from the date of submission of their name as a candidate to perform work under this contract. Contractors are required to flow this requirement down to subcontractors. Pre-screening involves contractors and subcontractors reviewing:
 - a. Felony convictions within the past 36 months. An acceptable means of obtaining information on felony convictions is from public records, free of charge, or from the National Crime Information Center (NCIC).
 - b. Illegal drug use within the past 12 months. An acceptable means of obtaining information related to drug use is through employee self certification, by public records check; or if the contractor or subcontractor already has drug testing in place. There is no requirement for contractors and/or subcontractors to initiate a drug testing program if they do not have one already in place.

- c. Misconduct such as criminal activity on the job relating to fraud or theft within the past 12 months. An acceptable means of obtaining information related to misconduct is through employee self certification, by public records check, or other reference checks conducted in the normal course of business.
2. Pre-screening shall be conducted within 15 business days after contract award. This requirement shall be placed in all subcontracts if the subcontractor requires routine physical access, access to sensitive but unclassified information, and/or logical access to IT resources. Failure to comply with the pre-screening requirement will result in the Contracting Officer taking the appropriate remedy.

Definition: *Logical Access* means providing an authorized user the ability to access one or more computer system resources such as a workstation, network, application, or database through automated tools. A logical access control system (LACS) requires validation of an individual identity through some mechanism such as a personal identification number (PIN), card, username and password, biometric, or other token. The system has the capability to assign different access privileges to different persons depending on their roles and responsibilities in an organization.

[End of Clause]